

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

2009 Master

Town of Frederick, hereinafter referred to as "Jurisdiction," does hereby agree and contract with the Board of County Commissioners of the County of Weld, hereinafter referred to as "Commissioners," and the Weld County Clerk and Recorder, hereinafter referred to as "County Clerk," concerning the administration of the November 3, 2009, Coordinated Election conducted pursuant to the Uniform Election Code of 1992 as amended (hereinafter "Code"), and the rules and regulations promulgated thereunder, found at 8 C.C.R. 1505-1. This Agreement is not intended to address or modify statutory provisions regarding voter registration, nor to address or modify the County Clerk's duties thereunder.

WHEREAS, the Jurisdiction desires to conduct an election pursuant to its statutory authority or to have certain items placed on the ballot at an election pursuant to its statutory authority, such election to occur via mail ballot on November 3, 2009, and

WHEREAS, the Jurisdiction agrees to conduct a Coordinated Election with the County Clerk acting as the Coordinated Election official, and

WHEREAS, the County Clerk is the "Coordinated Election official" pursuant to § 1-7-116(2), C.R.S., and is to perform certain election services in consideration of performances by the Jurisdiction of the obligations herein below set forth, and

WHEREAS, such agreements are authorized by statute at §§ 1-1-111(3), 1-7-116, 22-30-104(2), 22-31-103, and 29-1-203, et seq., C.R.S.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. The Jurisdiction encompasses territory within Weld County and _____ County. This Agreement shall be construed to apply only to that portion of the Jurisdiction within Weld County.
2. Term of Agreement: This Agreement is intended only to deal with the conduct of the November 3, 2009, Coordinated Election.
3. The Jurisdiction agrees to perform the following tasks and activities:
 - a. Conduct all procedures required of the clerk for initiatives, referenda, and referred measures under the provisions of §§ 31-11-101 through 118 and 22-30-104(4), C.R.S.
 - b. To do all tasks required by law of designated election officials concerning nomination of candidates by petition, including, but not limited to: issue approval as to form, where appropriate, of nominating petition; determine candidate eligibility; receive candidate acceptance of nominations; accept notice of intent, petitions for nomination, and affidavits of circulators; verify signatures on nominating petitions; and hear any protests of the nominating petitions, as said tasks are set forth in any applicable provisions of Title 1, Article IV, Parts 8 and 9, § 1-4-501, § 22-31-103, C.R.S., and those portions of the Colorado Municipal Election Code of 1965, Article X of Title 31 as adopted by reference pursuant to § 1-4-805, C.R.S.
 - c. Establish order of names and questions pursuant to § 1-5-406 for Jurisdiction's portion of the ballot and submit to the County Clerk in final form. The ballot content,

including a list of candidates, ballot title, and text, must be certified to the County Clerk no later than 60 days before the election, pursuant to § 1-5-203(3)(a), C.R.S.

- d. Publish and post notice of election pursuant to § 1-5-205(1), C.R.S., and include the information regarding the walk-in location address for application or return of mail ballots as set forth in paragraph 4.d of this Agreement.
- e. Accept written comments for and against ballot issues pursuant to §§ 1-7-901 and 1-40-125(2)(e), C.R.S. Comments to be accepted must be filed by the end of the business day on the Friday before the 45th day before the election. Preparation of summaries of written comments shall be done by the jurisdiction but only to the extent required pursuant to § 1-7-903(3), C.R.S. The full text of any required ballot issue notices must be transmitted to and received by the County Clerk no less than 42 days prior to the election. No portion of this paragraph shall require the County Clerk to prepare summaries regarding the Jurisdiction's ballot issues.
- f. Accept affidavits of intent to accept write-in candidacy up until close of business on August 31, 2009, and provide a list of valid affidavits received and forward them to the County Clerk pursuant to § 1-4-1102 (2), C.R.S.
- g. Pay the sum of \$1.00 per registered elector eligible to vote in the Jurisdiction's election as of the final date of registration prior to the November 3, 2009, election, with a \$200 minimum, within 30 days of billing, regardless of whether or not the election is actually held. In addition, Jurisdiction shall also reimburse Clerk for payment of members of the Board of Canvassers, eligible to be paid, the sum of \$15 per day pursuant to § 1-10-201(4), C.R.S., when the Jurisdiction designates persons for the Board of Canvassers pursuant to paragraph 4.g. of this Agreement. If the Jurisdiction cancels the election before its Section 20, Article X notices are due to the County and prior to the County Clerk incurring any expenses for the printing of the ballots, the Jurisdiction shall not be obligated for any expenses. The Jurisdiction shall also be responsible for costs of recounts pursuant to §§ 1-10.5-107, 1-10.5-104, or 1-11-215 C.R.S., except for costs collected from an "interested party" pursuant to §1-10.5-106 which shall be collected by the entity conducting the recount.
- h. Designate an "election officer" who shall act as the primary liaison between the Jurisdiction and the County Clerk and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder.
- i. By approval of this Agreement, any municipality is resolving not to use the provisions of the Municipal Election Code, except as otherwise set forth herein or as its use is specifically authorized by the Code.
- j. Mail notices pursuant to § 1-7-906(2) for active registered electors who do not reside within the County or counties where the political subdivision is located.
- k. Carry out all action necessary for cancellation of an election including notice pursuant to § 1-5-208, C.R.S., and pay any costs incurred by the County Clerk within 30 days of receipt of an invoice setting forth the costs of the canceled election pursuant to § 1-5-208(5), C.R.S.

4. Duties of County Clerk

Agrees to perform the following tasks and activities:

- a. Except as otherwise expressly provided for in this Agreement, to act as the designated election official for the conduct of the election for the Jurisdiction for all matters in the Code which require action by the designated election official and as Coordinated Election official.
- b. Circulate the Article X, Section 20, Ballot Issues notices pursuant to § 1-7-905 and 906(1), C.R.S. and publish and post notice, as directed in § 1-5-205, C.R.S. Publication by the County Clerk will only be in the County legal newspaper and the Greeley Tribune.
- c. Send a November 3, 2009, mail ballot packet to each eligible elector during the period from October 12 to 19, 2009.
- d. Provide 3 locations for voters to apply for and obtain mail ballots:
 - The Weld County Election Office, 1401 North 17th Avenue, Greeley, CO
 - The Southwest Weld Office (Del Camino), 4209 County Road 24 ½, Longmont, CO
 - Southeast Weld Office, 2950 9th Street, Fort Lupton, CO
 - October 12 – November 2, 2009 – 8:00 a.m. – 5:00 p.m. – Monday – Friday
 - Election Day – November 3, 2009 – 7:00 a.m. – 7:00 p.m.
- e. Give notice to Jurisdiction of the number of registered electors within the Jurisdiction as of the effective date of cutoff for registration; identify the members of the Board of Canvassers eligible for receiving a fee; and bill the Jurisdiction.
- f. Designate a "contact" to act as a primary liaison or contact between the Jurisdiction and the County Clerk.
- g. The County Clerk shall appoint and train election judges and this power shall be delegated by the Jurisdiction to the County Clerk, to the extent required or allowed by law.
- h. Select and appoint a Board of Canvassers to canvass the votes; provided that the Jurisdiction, at its option, may designate one of its members and one eligible elector from the jurisdiction to assist the County Clerk in the survey of the returns for that jurisdiction. If the Jurisdiction desires to appoint one of its members and an eligible elector to assist, it shall make those appointments, and shall notify the County Clerk in writing of those appointments not later than 15 days prior to the election. The County Clerk shall receive and canvass all votes, and shall certify the results in the time and manner provided and required by the Code. All recounts required by the Code.
- i. Establish combined precincts pursuant to § 1-5-102.7, C.R.S., if warranted, and subject to the separate express approval by the Board of County Commissioners.

5. General Provisions

- a. Time is of the essence in this Agreement. The statutory time frames of the Code shall apply to the completion of the tasks required by this Agreement.

- b. Conflict of Agreement with law

This Agreement shall be interpreted to be consistent with the Code, and provisions of Title 31 and 22 applicable to the conduct of elections and 8 C.C.R. 1505-1. Should there be an irreconcilable conflict between the statutes, this agreement and the Colorado Regulations, the statutes shall first prevail, then this agreement and lastly the Colorado Regulations.

- c. Liquidated damages provision

In the event that a Court of competent jurisdiction finds that the election for the Jurisdiction was void or otherwise fatally defective as a result of the sole negligence or failure of the County Clerk to perform in accordance with this Agreement or laws applicable thereto, then the County Clerk shall, as liquidated damage, not as a penalty, refund all payments made, pursuant to paragraph 3.g. of this Agreement and shall, if requested by the Jurisdiction, conduct the next Coordinated Election which may include any election made necessary by a defect in the election conducted pursuant to this Agreement with no fee assessed to the Jurisdiction. This remedy shall be the sole and exclusive remedy for damages available to the Jurisdiction under this Agreement.

- d. No portion of this Agreement shall be deemed to create a cause of action with respect to anyone not a party to this Agreement, nor is this Agreement intended to waive any privileges or immunities the parties, their officers, or employees may possess, except as expressly provided in this Agreement.

- e. This constitutes the entire agreement of the parties and no amendment may be made except in writing approved by the parties.

- f. Notice shall be given by Jurisdiction to the Clerk by phone:

(970) 304-6525, Extension 3178, fax (970) 304-6566,

E-mail: rsantos@co.weld.co.us, Address: PO Box 459, Greeley, CO 80632

The Jurisdiction notice shall be given to the Jurisdiction at:

Phone: _____, fax: _____,

E-mail: _____ and

Address: _____

DATED this _____ day of _____, 2009.

WELD COUNTY CLERK AND RECORDER

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF WELD COUNTY

Steve Moreno, Clerk and Recorder

William F. Garcia, Chair

APPROVED AS TO FORM:

ATTEST: _____
Clerk to the Board of County Commissioners

County Attorney

Deputy Clerk to the Board

Town of Frederick

APPROVED AS TO FORM:

ATTEST:

Attorney for Jurisdiction (Signature)

Designated Election Official for Jurisdiction
(Signature)

